

THE UNIVERSITY OF ALABAMA IN HUNTSVILLE

DETERMINATION OF RIGHTS IN COPYRIGHTABLE MATERIALS POLICY

<u>Number</u>	02.01.68
<u>Division</u>	Academic Affairs
<u>Date</u>	February 2019
<u>Purpose</u>	A clear and up-to-date Rights in Copyrightable Materials Policy is important for the dissemination of creative research; for faculty, staff, and students to receive proper credit and remuneration; and consistency with the University of Alabama system is important so individuals from the three campuses are working within common standards.
<u>Policy</u>	It is the policy of The University of Alabama in Huntsville to encourage the creation of copyrightable works by its faculty and employees. Such works are an important contribution to the University's pedagogical, scholarly, and public service missions.

Procedures

A. Ownership of Copyright

1. Except as provided below, faculty and employees of the University who are the authors of copyrightable works shall own the copyrights in those works, regardless of whether those works constitute "works for hire" as defined in the Copyright Act. "Employees" include students who receive salaries, grants, or other compensation from the University.
2. "Copyrightable works" includes, without limitation, computer software, online course materials, multimedia, films and videotapes, in so far as they fall within the subject matter of copyright. To the extent that such works embody patentable inventions, rights to those inventions shall be determined by The University of Alabama in Huntsville Patent Policy (*Faculty Handbook*, Appendix G).

B. Exceptions

1. If the University contributes extraordinary resources to the creation of a copyrightable work, the respective rights of the author and University to that work

shall be negotiated at the time such resources are provided. "Extraordinary resources" means facilities, equipment, funding, release or re-assigned time or other assistance exceeding the resources normally provided to faculty or employees in a particular department. It shall be the responsibility of the dean at the time such "extraordinary resources" are provided, to notify the faculty member and negotiate the terms. The faculty member's dean (or non-faculty employee's supervisor or designee) must reasonably schedule negotiations. Negotiated terms will be noted on the appropriate university form, with all terms noted, including compensation. Those terms may include assignment of copyright, license of rights, or division of royalties. If negotiations do not occur after being initiated, in writing, by the responsible parties or if the negotiations do not come to a mutually agreeable resolution, then the copyright shall be jointly owned by the University and the authors, and the same division of royalties as utilized for patent income shall be used.

2. If a copyrightable work is funded, in whole or in part, by a contract or grant from an agency outside the University, copyright shall be assigned in accordance with the terms of the contract or grant. The individual faculty member or employee who is working on the contract or grant and who is developing the copyrightable works is required to execute any documents necessary to assign copyright ownership in accordance with the contract or grant.
3. If a copyrightable work is commissioned by the University, meaning that a faculty member or employee receives supplemental compensation from the University to prepare a specific copyrightable work, rights to that work shall be according to terms negotiated at the time of the commission. The faculty member's dean (or non-faculty employee's supervisor or designee) must reasonably schedule negotiations. Negotiated terms will be noted on the appropriate university form, with all terms noted, including compensation. Those terms may include assignment of copyright, license of rights, or division of royalties. If negotiations do not occur after being initiated, in writing, by the responsible parties or if the negotiations do not come to a mutually agreeable resolution, then the copyright shall be jointly owned by the University and the authors, and the same division of royalties as utilized for patent income shall be used.
4. Copyright in "institutional works" shall be owned by the University. An "institutional work" means either (a) a work prepared at the direction of the University for the use of the University in conducting its own affairs (for example, University handbooks, press releases, and software tools); or (b) a work that cannot be reasonably attributed to a single author or group of authors because it is the result of contributions or revisions by numerous faculty members, employees, or students of the University. Textbooks and other course materials prepared by a faculty member shall not be considered "institutional works".
5. Video or online courses shall not be sold, leased, rented or otherwise used by a current University employee in a manner that competes with the offerings of the

University, unless the transaction has received the prior approval of the Provost or his/her designee.

6. When the University assigns one or more faculty members to create electronic course materials, rights to those materials shall be negotiated at the time of such assignment. Negotiations shall include the faculty member(s), the appropriate dean(s) and any employee who will make a significant contribution of ideas or expression to the materials. The dean must reasonably schedule negotiations. Negotiated terms will be noted on the appropriate university form, with all terms noted, including compensation Terms to be negotiated may include assignment of copyright, license of rights, and division of royalties. If negotiations with all of the individuals who made significant contributions of ideas or expression to the materials do not occur, or if the negotiations do not come to a mutually agreeable resolution with all of the individuals who have made a significant contribution, then the copyright, license of rights, and royalties shall be owned by the University and the same division of royalties as utilized for patent income shall be used.
7. Any copyrightable work of potential commercial value shall be disclosed at the earliest practicable time by the author to the author's department chair or immediate administrative supervisor. For those works that are owned by the University or in which the University has an interest, the author shall cooperate with officials of the University and of any organization to whom the University assigns rights to such works in the registering of copyrights as well as in licensing the works.

C. Administration

1. Except as otherwise set forth, the administration of these policies shall be the responsibility of the Office for Academic Affairs.
2. The Rights in Copyrightable Materials Committee shall be a standing committee composed of six members, equally apportioned between faculty (chosen by the Faculty Senate) and administration (appointed by the President or his/her designee). The committee shall serve as a forum for discussion of University copyright policy and recommend changes as appropriate.
3. Disputes over copyrightable material or agreements dealing with copyright issues should be resolved using the General Grievance Policy given in Appendix E of the Faculty Handbook.

Review Academic Affairs will review this policy every five years or sooner as needed.

Approval



Campus Designee

6/27/19
Date



University Counsel

6/27/19
Date



Vice President for Research and Economic Development

9/30/19
Date



Provost and Executive Vice President for Academic Affairs

10/1/19
Date

APPROVED:



President

10/2/19
Date

Determination of Rights in Copyrightable Materials Policy Negotiation Form

Faculty Member's Name:

College/Department:

Title/Rank:

Date:

Title of Copyrightable Material:

Statement of Negotiated Terms for extraordinary resources for the creation of copyrightable work:

Type of Negotiated Terms:

Statement of Negotiated Terms for copyrightable material commissioned by the University:

Type of Negotiated Terms:

Statement of Negotiated Terms for creation of electronic course materials:

Type of Negotiated Terms:

Period of Negotiated Terms:

CERTIFICATION: This request is made pursuant to the Determination of Rights in Copyrightable Materials Policy. I certify that I have read and understand the policy and will abide by it. I understand that it is my responsibility to insure that I comply with the policy with regard to all copyrightable materials and negotiations.

Faculty Member/Employee Signature

Date

Dean/Supervisor Signature

Date